



Public Safety Committee Meeting

Commission Chamber- 2/23/2015- 1:20 PM

PUBLIC SAFETY

1. Motion to approve the minutes of the Public Safety Committee held on February 9, 2015. ☐ Attachments
2. Approve payment of Annual Maintenance for PremierOne CSR Software used by 311. ☐ Attachments
3. Presentation by Mr. Tim Hollobaugh regarding lack of disability parking enforcement resulting in risk to public safety and helps to segregate disabled citizens causing liability to county. ☐ Attachments

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**Public Safety Committee Meeting
2/23/2015 1:20 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Public Safety Committee held on February 9, 2015.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Public Safety Committee Meeting Commission Chamber - 2/9/2015

ATTENDANCE:

Present: Hons. Lockett, Chairman; Harris, Vice Chairman; Sias and Smith, members.

Absent: Hon. Hardie Davis, Jr., Mayor.

PUBLIC SAFETY

1. Approve a budget amendment to the 2015 budget that will allow the Fire Department to utilize the \$5000 donation from Georgia Pacific for the purchase of firefighting nozzles. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Louis Harris	Passes

2. Motion to approve the minutes of the Public Safety Committee held on January 26, 2015. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Louis Harris	Passes

3. Approve procurement for integration of certain security systems to the team of True North Consulting, Simplex Grinnell and Commins Cabling. **Item Action:** Approved
Item # 1

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Smith votes No. Motion Passes 3-1.	Commissioner Louis Harris	Commissioner Sammie Sias	Passes

4. Determine the will of the Commission in regard to a Speaker Notification and Queueing System for the Augusta Commission.

**Item
Action:**
Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Deny	Motion to deny. Mr. Lockett votes No. Motion Passes 3-1.	Commissioner Sammie Sias	Commissioner Louis Harris	Passes

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**Public Safety Committee Meeting
2/23/2015 1:20 PM
PremierOne CSR Annual Maintenance**

Department: Information Technology

Caption: Approve payment of Annual Maintenance for PremierOne CSR Software used by 311.

Background: Augusta entered into a contract with Motorola in 2012 to use Motorola's PremierOne CSR Software as the customer service interface for the 311 Department. 311 serves as Augusta's first line of customer service to the citizens, and the PremierOne CSR is the software that they use to track calls.

Analysis: PremierOne CSR is used to 1) enter call information, 2) categorize work, 3) assign work to the department that needs to address the concern, and 4) enter call resolution information. The software includes reporting and analysis tools that can help track particular problem areas, as well as ensure that 311 can communicate with citizens that call in with problems. The Annual Maintenance payment entitles Augusta to receive help desk support and updates to the software in order to keep it current with newer operating systems and databases. The attached document serves as our invoice and description of services through Motorola.

Financial Impact: The payment of the annual maintenance will cost \$44,238 from IT's 2015 operating budget. This item was included in the budget for 2015.

Alternatives: N/A

Recommendation: Approve payment of Annual Maintenance for PremierOne CSR Software used by 311

Funds are Available in the Following Accounts: 101015410.5223110 \$44,238

REVIEWED AND APPROVED BY:

Procurement.

Information Technology.

Finance.

Law.

Administrator.

Clerk of Commission



February 3, 2015

Mr. Mike Blanchard
Augusta Georgia
530 Greene Street Annex 101
Augusta, GA 30901

RE: Extension to Maintenance and Support Agreement: 1035
Product: PremierOne CSR™

Dear Mr. Blanchard:

By means of this letter, Motorola Solutions, Inc. hereby extends Augusta Georgia maintenance and support agreement as referenced above. Enclosed is one (1) copy of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, and Exhibit C Support Plan Options and Pricing Worksheet for the period **April 1, 2015** through **March 31, 2016**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy by e-mailing it to christinelay@motorolasolutions.com or faxing it at (847) 761-4957 to my attention on or before **April 1, 2014**.

If you have any questions or need further clarification, please contact me directly at (909) 598-2964 or e-mail christinelay@motorolasolutions.com.

Sincerely,

Christine Lay

Christine Lay
Customer Service Manager
Motorola Solutions, Inc.

Accepted by:

MOTOROLA SOLUTIONS, INC.

AUGUSTA GEORGIA

By: _____

By: _____

Name: Shelley Rhoads

Name: _____

Title: Sr. Services Business Operations Manager

Title: _____

Date: February 3, 2015

Date: _____

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT 1035

TERM: 04/01/15-03/31/16

CUSTOMER: Augusta Georgia

Site Identification Numbers

Product	Site Identification Number
PremierOne CSR™	PSA70643_(CSR)

The following table lists the Products under maintenance coverage:

Product	Description	Version Number	Qty	Term Fees
PremierOne CSR™	PremierOne CSR™ Concurrent User Licenses	4.2.1	10	\$44,238.00
	PremierOne CSR™ Contact Center Call Center Licenses	4.2.1	8	
	Citizen Web Intake – Site License	4.2.1	1	
	PremierOne CSR™ Citizen Mobile Apps	3.5	1	
TOTAL				\$44,238.00

Exhibit B
CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 1035

TERM: 04/01/15-03/31/16

CUSTOMER: Augusta Georgia

Introduction

Welcome to Motorola Solutions Customer Support. We appreciate your business and look forward to serving your needs on your Public Service Applications system.

The Customer Support Plan is designed to provide Motorola Solutions customers the details necessary for understanding Motorola Solutions overall support processes and policies as a compliment to the Motorola Solutions Maintenance and Support Agreement.

The Motorola Solutions Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola Solutions Customer Support organization includes a staff of Support Analysts whom are managed by Motorola Solutions Customer Support Managers and are chartered with the direct front-line support of our customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Solutions Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola Solutions provides to customers on an active maintenance and support agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in section 3 of the main body of the maintenance and support agreement.

II. Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Solutions Public Service Applications Technical Support personnel in cooperation with Motorola Solutions System Support Center ("SSC") provide the gateway to technical support for all of Motorola Solutions Public Service Application systems. Accessing support through Motorola Solutions toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola Solutions service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola Solutions System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola Solutions and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola Solutions:

1. **Motorola Solutions System Support Center Toll Free Number**
2. **eCase Management through Motorola Solutions On-Line**
3. **Email Case Ticketing**

Option 1 - Call Motorola Solutions System Support Center

Call Motorola Solutions Toll free 800-323-9949

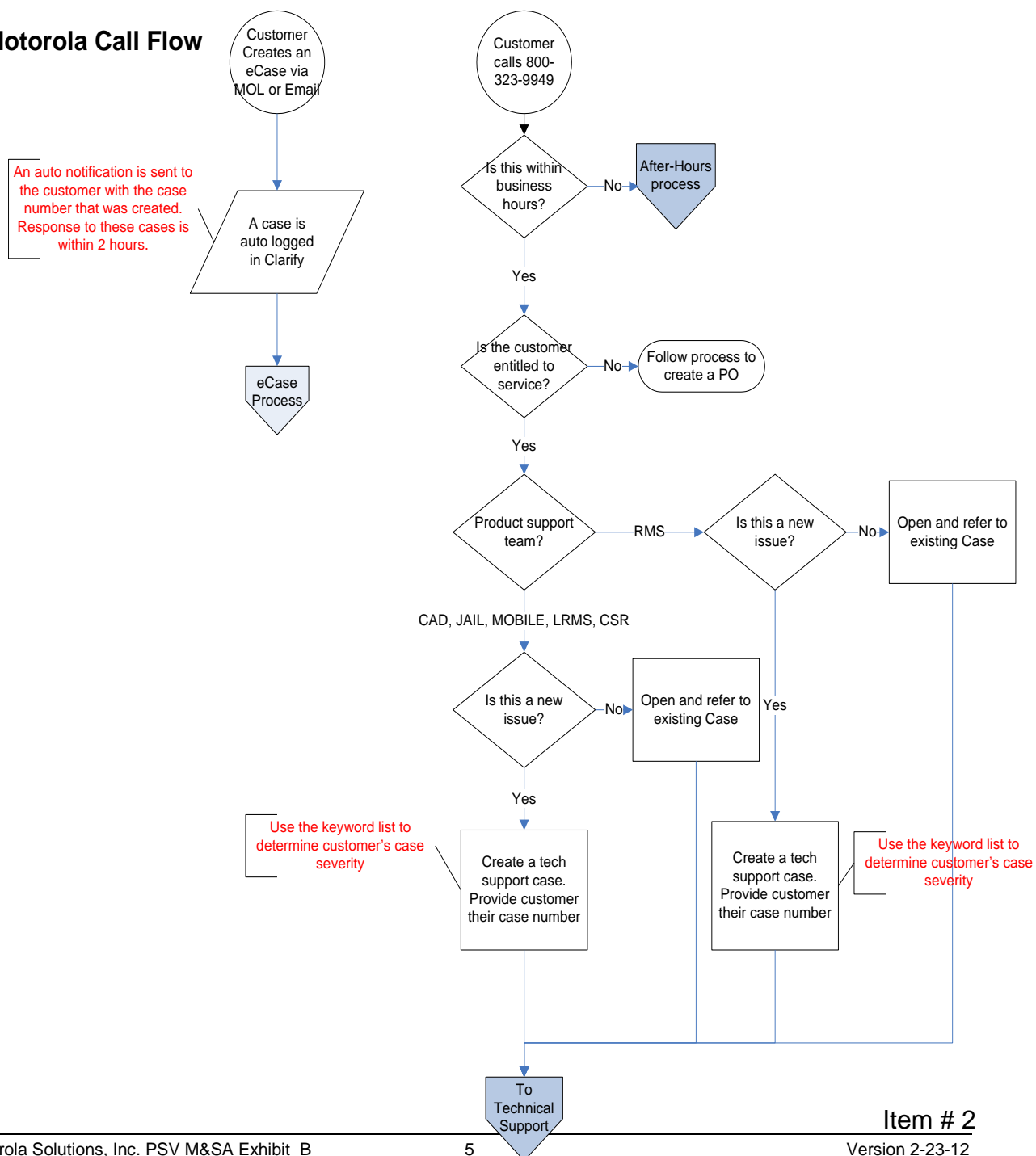
- Select from the auto attendant as follows:
 - **Option 2** – Technical Support of Infrastructure Products
 - Then select **Option 6** – Public Safety Applications
 - Next select the appropriate system type option
 1. CAD
 2. RMS
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. Customer Service Request System (CSR)
 0. All Other Applications

Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola

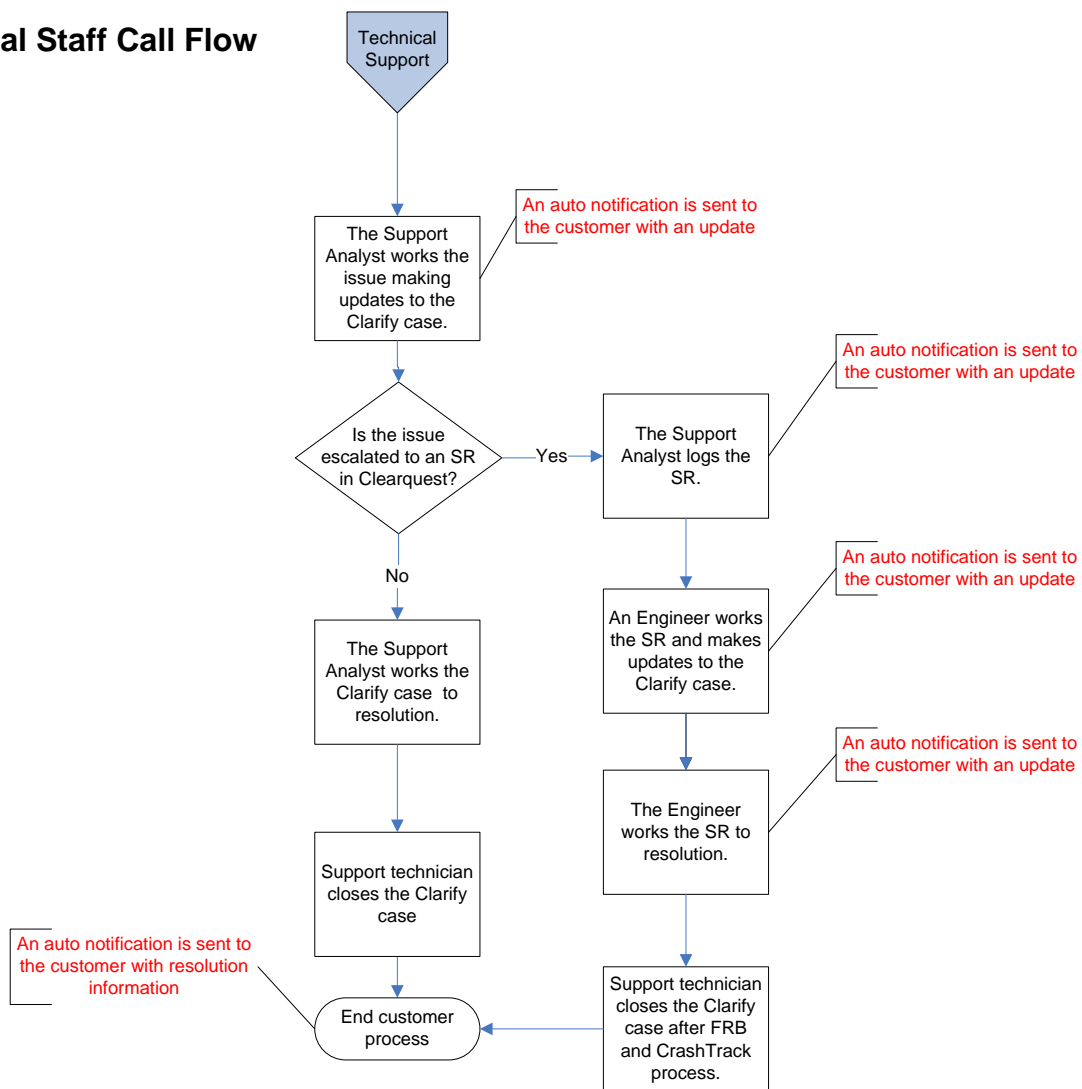
Solutions technical support team member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Service Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola Solutions System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Solutions Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.

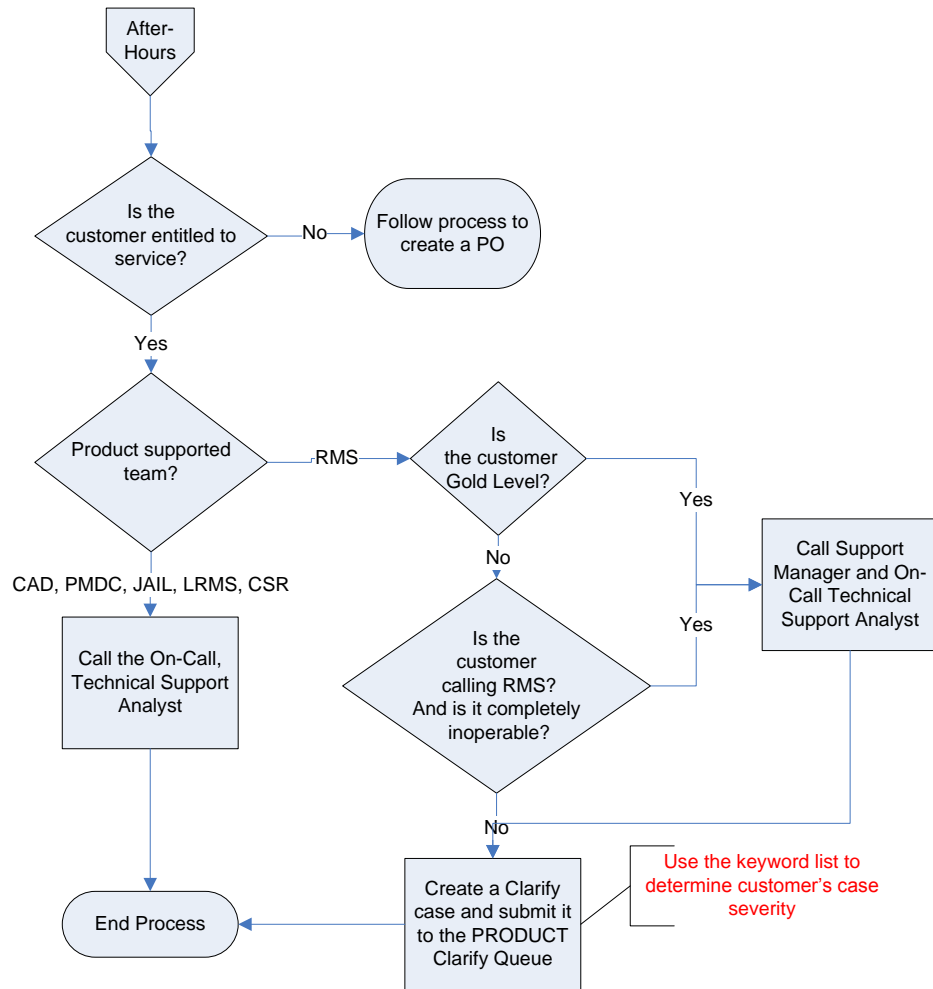
Motorola Call Flow



Technical Staff Call Flow



Call Flow After-Hours



How to Obtain Technical Support for Products

Action / Response	
Step 1. Call the System Support Center 1-800-323-9949 Step 2. Select option 2 (Technical Support) Step 3. Select option 6 (Public Safety Applications) Step 4. Select product specific option Step 5. Provide Site Identification Number (See Exhibit A-Description of Covered Products for Site Identification Numbers)	
Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address
Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	<u>RESPONSE</u> See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 2 business days Severity 4: 7 business days Severity 5: Determined by Motorola Product Mgr
Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.

Option 2 - Submit a ticket via eCase Management from Motorola Solutions On-Line

Motorola Solutions On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola Solutions On-Line Account

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorola.com> and follow the directions on the link for “Sign Up Now.”

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the “Additional Information” field you are a **Public Service** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site

Once you have set up your agency’s Motorola Solutions On-Line Account, to access the site simply log onto Motorola Solutions at businessonline.motorola.com with your user ID and password, click on the **Contact Us** → **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

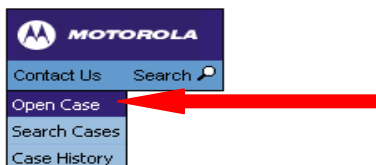
Primary Features of On-Line Technical Case Management

Motorola Solutions customers have three main functions available through Motorola Solutions On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

A. Open a New Case

1. Log into Motorola Solutions On-Line
2. Click on the “Contact Us” → Open Case
3. Then select the Reason Code = **System Support Issue** (and the page will automatically reload)



4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications** System
6. Fill in a detailed description of your issue
7. Click “Create Case”

Screen Shot from Steps 4-6

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: Penn State Test WebID

Contact Phone: 847 725-4902

Contact Email: pennstatetest@test.com

Reason: System Support Issue

Title:

System Support Site: Please Specify

Case Type: Please Specify

Severity: Please Specify

System: Please Specify

Descriptions:

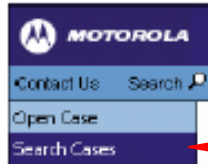
Create Case

Email Confirmation

1. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long)
2. The confirmation screen includes “expand all” and “collapse all” buttons for case notes

B. Search for a Case

1. Log into Motorola Solutions On-Line
2. Click on the "Contact Us" → Search Case
3. Select the "System Support Issue" type (the webpage will automatically reload)



Go Directly to Case

Case Number:

(Please enter the exact case number.)

Enter Search Criteria

Case Number:

Title:

Type: **Type**

System Site:

Condition:

To

C. Add Notes to an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

[Add Note](#) - [Open Case](#) - [Search Cases](#)

Details for Case # 20000216 **Case Number**

Title: TEST

Case Condition: Open

Customer name: **TEST CUSTOMER**

Case Status: Not Assigned

Issue Type: System Support

Case Source: Web

Contact Name: **Test Test** WebID

Contact Phone: 847 725-4902

Contact Email: **test@test.comtest**

System Site ID: MDT1130

System Site Name: **Test Site as an example**

Case System: IT

Case Type: Network Management

Expand/Collapse Buttons

[Expand All](#) [Collapse All](#)

Activity	Date/Time	Activity Summary
Create	1/29/2004 3:59:53 PM	*** Performed by contact: Please Specify, Status = Not Assigned
Notes	1/29/2004 3:59:53 PM	*** Performed by contact

Add Notes

Motorola Solutions On-Line Support

1. Motorola Solutions does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide your contact information, which includes your phone number, pager number, etc.

For questions on Motorola Solutions On-Line eCase Management or administrative support, please contact the Motorola Solutions Online Helpdesk at molhelp1@motorolasolutions.com or call 800-814-0601. Requirements for effective usage:

Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Option 3 - Submit a ticket via Email Case Management

An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Solutions Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below: Instructions are also located under "Resources" at: <https://motonline.mot.com>

1. Address your email to PSACASE@motorolasolutions.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID** = followed by the site identification number of the system location
4. Type **Product Type**= followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number** = followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level** = followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description** = followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA customer support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:

To...	psacase@motorola.com
Cc...	
Subject:	PSA Service Request: NetRMS Reports Not Functional
<p>Site ID number: PSA12345_(NetRMS) <i>(Clarify site identification number)</i></p> <p>Product type: NetRMS <i>(Specific product such as LRMS, NetRMS, Premier MDC, etc.)</i></p> <p>Contact first name: John</p> <p>Contact last name: Doe</p> <p>Phone number: 303-123-4567</p> <p>Severity level: Level 3 <i>(Email ticketing is available for severity levels three and four only)</i></p> <p>Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports <i>(Include a comprehensive description of the problem)</i></p>	

III. Severity Levels and Case Management

Motorola Solutions services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola Solutions to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Solutions Support team. Due to the urgency involved in some service cases, Motorola Solutions will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down.	Telephone conference within one (1) hour of initial voice notification	Resolve within twenty-four (24) hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within three (3) Standard Business Hours of initial voice notification	Resolve within seven (7) Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone or email conference within two (2) Standard Business Days of initial notification	Resolve within 180 days in a Motorola-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone or email conference within seven (7) Standard Business Days of initial notification	At Motorola's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Motorola's Product Management.	Determined by Motorola's Product Management.	If accepted by Motorola's Product Management, a release date will be provided with a fee schedule, when appropriate.

*Incoming cases are automatically assigned an initial **Severity Level** of **3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola Solutions adheres to strict policy dictated by the level of problem severity.*

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Customer Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Customer Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team.	Customer Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola Solutions technical support representative, to include notification to Motorola Solutions management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola Solutions call incoming center. Motorola Solutions will notify the Customer if Motorola Solutions makes any changes in Severity Level (up or down) of any Customer-reported problem.

3.2 Motorola Solutions will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola Solutions diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola Solutions cannot reproduce, Motorola Solutions may enable a detail error capture/logging process to monitor the System. If Motorola Solutions is unable to correct the reported Residual Error within a reasonable time, Motorola Solutions will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola Solutions, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola Solutions will verify: (a) the Software operates in conformity to the

System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

3.3 **Error Correction Status Report.** Motorola Solutions will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Solutions Responsibilities

- 4.1.2 **Customer Notifications.** Motorola Solutions will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.
- 4.1.4 **Remote Installation.** At Customer's request, Motorola Solutions will provide remote installation advice or assistance for Updates for a fee.
- 4.1.5 **Software Release Compatibility.** At Customer's request, Motorola Solutions will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Solutions Software Supplemental or Standard Releases
- 4.1.6 **On-Site Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola Solutions facilities. Motorola Solutions will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4.1.15 Support on Motorola Solutions Software

Motorola Solutions will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.

4.1.16 Maintenance Contract Administration

Motorola Solutions Maintenance Contracts Administration Department manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola Solutions system.

Approximately four months prior to the expiration of the warranty period, the Contracts Administration team will contact the customer to discuss the options available for their specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola Solutions offers various levels of support to meet an agency's requirements, for example:

- Telephone, dial in support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.1.17 Reports

Service history reports and notifications are available from the Motorola Solutions call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

4.2 Customer Responsibilities

- 4.2.1 Initial logging of issue
- 4.2.2 Assist in assessing severity level
- 4.2.3 Contact Motorola Solutions to escalate service requests
- 4.2.4 Parts replacement (if applicable)
- 4.2.5 Dial in connectivity and telephone access to Motorola Solutions personnel
- 4.2.6 **Anti-virus software.** Customer is responsible for running any installed anti-virus software.
- 4.2.7 **Operating System (“OS”) Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Motorola Solutions to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola Solutions has created the Trouble Report Form (page 17). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Solutions Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Solutions Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Solutions Support team expedite the troubleshooting process. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		Motorola Solutions Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			
Problem Description:	<p>Please ensure that the description provided is as detailed as possible. By including accurate details, Motorola Solutions opportunity to resolve the issue promptly and successfully increases. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola Solutions probability of locating a root cause and achieving a timely resolution.</p>		
Steps to Duplicate:	<p>Motorola Solutions understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.</p>		
Step One:			
Step Two:			
Step Three:			
Step Four:			
Step Five:			
Step Six:			
Step Seven:			
Additional Steps:			
Expected Results:			
Actual Results:			
Configuration Checked:			

V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Solutions Contacts

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) 393-9949
Doug Walkinshaw Director, Customer Support Doug.Walkinshaw@motorolasolutions.com	(850) 225-6242
Gayle Leary Technical Support – Public Service Gayle.Leary@motorolasolutions.com	(850) 803-1820
Shelley Rhoads Customer Support Business Manager srhoads@motorolasolutions.com	(951) 934-3285

Customer Contacts (to be provided by Customer)

Customer Agency Name: Address: City, State and Zip:
Billing Contact Name: Phone No: Fax No: Email:
Backup System Administrator Name: Phone No: Fax No: Email:
Service Escalations Contact Name: Title: Phone No: Email:

Exhibit C**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement #	1035	Term Length	12 Months
Term Start Date	April 1, 2015	Term End Date	March 31, 2016

CUSTOMER AGENCY	Augusta Georgia	BILLING AGENCY	Augusta Georgia
Address	530 Greene Street Annex 101	Address	530 Greene Street Annex 101
City, State, Zip	Augusta, GA 30901	City, State, Zip	Augusta, GA 30901
Contact Name	Mike Blanchard	Contact Name	Mike Blanchard
Contact Title	Deputy Director IT	Contact Title	Deputy Director IT
Telephone Number	(706) 821-2862	Telephone Number	(706) 821-2862
Fax Number	(706) 821-2530	Fax Number	(706) 821-2530
Email Address	Blanchard@augustaga.gov	Email Address	Blanchard@augustaga.gov

For support and updates on products below, please contact Motorola Solutions Public Service Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding product prompts as follows:

6 CSR PRODUCTS

<input checked="" type="checkbox"/> PremierOne CSR™	<input type="checkbox"/> Infor Radio Asset Management	<input type="checkbox"/> Cityworks	<input type="checkbox"/> Custom Interfaces
<input type="checkbox"/> CSR	<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/> Administrative Hearings (AHMS)

MOTOROLA SOLUTIONS SERVICES**TERM FEES**

<input checked="" type="checkbox"/> STANDARD SUPPORT SERVICES	\$ 44,238.00
1 Customer Support Plan	\$ Included
2 Case Management 24X7	\$ Included
3 Technical Support Monday through Friday 8:00 a.m. to 5:00 p.m. Customer local time	\$ Included
4 Third-party Vendor Coordination	\$ Included
5 On-site Support (when applicable)	\$ Included
6	\$ Included
7 SW Releases: Standard & Supplemental	\$ Included
8 Access to Users Group Site	\$ Included

☐ **SUPPLEMENTAL SERVICE OPTIONS**

Service Descriptions Available Upon Request

1 24x7 Technical Support Svcs	\$ N/A
2 Time and Materials	\$ N/A
3 Professional Services Training	\$ N/A
4 Professional Services Upgrades	\$ N/A
5 Preventive Maintenance	\$ N/A
6 Users Conference Advance Purchase	\$ N/A
7 On-site Support (Dedicated Resource)	\$ N/A
8 GeoFile Services	\$ N/A

MOTOROLA SOLUTIONS TOTAL FEES \$ 44,238.00**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS**

<input type="checkbox"/> Users Conference Attendance (\$2,650 per Attendee)	Year 2015	Number Attendees 0
• Registration fee	• Roundtrip travel for event (booked by Motorola Solutions)	
• Hotel accommodations (booked by Motorola Solutions)	• Rental car (booked by Motorola Solutions)	
• Daily meal allowance (determined by Motorola Solutions guidelines)		

TERM GRAND TOTAL* \$ 44,238.00

*Excludes taxes if applicable

Prepared by: Christine Lay, (909) 598-2964, christinelay@motorolasolutions.com

Item # 2

PSA System Agreement

Motorola Solutions, Inc. ("Motorola") and Augusta, Georgia, a political subdivision of the State of Georgia, with its place of business at 530 Greene Street, Augusta, GA U.S.A., 30901 ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Motorola's Proposal dated March 13, 2012, as amended on July 24, 2012
Exhibit D	"System Acceptance Certificate"
Exhibit E	"Performance Bond"
Exhibit F	"Augusta, GA Vendor VPN Access Agreement"

Additionally, this Agreement will operate in accordance with Augusta, GA RFP 12-123, and any item herein outside of such must be completed as in contract or be subject to penalty clause. In case of conflict between the original RFP and this contract, this contract shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein. It may only be modified in writing and must be signed by authorized representatives of both parties.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.3. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.4. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.5. "Equipment" means the equipment listed in the List of Deliverables that Customer purchases from Motorola under this Agreement.

- 2.6. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.7. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.8. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.9. "Non-Motorola Software" means Software that another party owns.
- 2.10. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.11. "Products" mean the Equipment and Software provided by Motorola under this Agreement.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in Exhibit C.
- 2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.
- 2.16. "System" means the Equipment, Software, services, supplies, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.
- 2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.18. "Warranty Period" means ninety (90) days from the date of shipment.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final System Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES.** For three (3) years after the Effective Date, Customer may order additional Equipment, Software or services if they are then available. Each

order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Title and risk of loss to additional Equipment will pass at shipment; warranty will commence upon delivery; and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped, Software is licensed, or services are performed.

3.5. **MAINTENANCE SERVICE.** After the warranty period Customer may purchase maintenance and support services for the Equipment and Motorola Software by executing the Maintenance and Support Agreement.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

4.1 The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

4.2 To the extent that it does not alter the scope of this Agreement, Customer may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Motorola under this Agreement. Any additional costs associated with the stop work will be documented in a written change order. In the event that a stop work exceeds sixty (60) days, Motorola reserves the right to terminate this Agreement, and to be paid up to the date of the stop work for all work performed and costs associated therewith.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$331,000. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES. Invoices and shipments will be sent to the Customer at the following address:

Michael F. Blanchard
Deputy Director
Information Technology Department
City of Augusta, GA
530 Greene St Annex 101
Augusta, GA 30901
Phone: 706-821-2862
Fax: 706-821-2530
blanchard@augustaga.gov
www.augustaga.gov

The city which is the ultimate destination where the Equipment will be delivered to Customer is Augusta, Georgia. Customer may change this information by giving written notice to Motorola.

5.5 **GEORGIA PROMPT PAY ACT NOT APPLICABLE.** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

5.6 **PROHIBITION AGAINST CONTINGENT FEES.** Motorola warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Motorola for the purpose of securing business and that the Motorola has not received any non-Customer fee related to this Agreement without the prior written consent of the Customer. For breach or violation of this warranty, the Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

5.7 **PERFORMANCE BOND.** At Customer's expense and prior to the execution of this contract, Motorola shall have obtained a performance bond in the amount not exceeding the final agreed-upon price of the project as identified in Section 5.1 of this document. Proof of the acquisition of the bond shall be provided to the Customer as Exhibit E.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3 **FINAL SYSTEM ACCEPTANCE.** Final System Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final System Acceptance occurs, the Parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS.** Both parties agree to give the other five (5) to seven (7) days' prior notice if the other (including its other contractors) delays the Performance Schedule. In the event that notice is not possible, Customer agrees to make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** The laws of the State of Georgia shall govern the Agreement between Customer and Motorola with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Customer and Motorola arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Motorola, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any

additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. Failure of Motorola which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. The Customer may terminate this contract in part or in whole upon written notice to Motorola pursuant to this Section 12.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 TERMINATION FOR CONVENIENCE. The Customer may terminate this contract in part or in whole upon written notice to Motorola. Motorola shall be paid for any services under this Contract up to the time of termination.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software

("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant Customer a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's

Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

15.3 **GEORGIA OPEN RECORDS ACT.** Motorola acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). Motorola shall cooperate fully in responding to such requests and shall make all records, not exempt, available for inspection and copying as required by law. Motorola shall clearly mark any information provided to Customer which Motorola contends is Proprietary Information. Each Party shall notify the other immediately of any Open Records request arising out of this contract and shall provide a copy of any response to the same within three days of the request.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4 **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5 **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6 **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7 **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solution, Inc.
Judy Jean-Pierre, Law Dept.
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196
F: 847-576-0721
Email: Judy.Jean-Pierre@motorolasolutions.com

Augusta, Georgia
c/o Fred Russell, City Administrator
530 Greene Street, Room 801
Augusta, GA 30901
T: 706.821.2400
F: 706.821.2819

16.9 **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System.

16.10 **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11 **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection

9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.12 **VENDOR SYSTEM ACCESS TO AUGUSTA, GEORGIA NETWORK.** Motorola will sign a VPN Vendor Access Agreement with the Licensee, verifying that it will respect the integrity of Licensee's network and security protocols. Access to Augusta's network through the firewall will only be granted after said agreement has been signed.

16.13 **INSURANCE.**

Motorola shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) as set forth below:

- A. Worker's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Commercial Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars per occurrence for injuries and property damage, including those resulting in death to any one person.

Customer will be included as an additional insured with respect to Motorola's liabilities hereunder in insurance coverage's identified in items B.

The policies shall be written by a responsible company(s), and shall be non-cancellable except on thirty-(30) days' written notice to the Customer by Motorola. An Acord Certificate of Insurance shall be filed with the Director with five days of execution of this Agreement.

16.14 **GENERAL ACKNOWLEDGEMENT OF ALL PARTIES CONTRACTING WITH AUGUSTA, GEORGIA.**

Contractor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts. Customer agrees to advise Motorola in writing that all authorizations and approvals have been made prior to any orders shipped under this Agreement.

16.15 **E-VERIFY REGISTRATION.** All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of

services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

16.16 LOCAL SMALL BUSINESS LANGUAGE. In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: *Marshall Wright*

Name: Marshall Wright

Title: MSSSI VP & Director

Date: September 10, 2012

Augusta, Georgia

By: *Deke S. Copenhaver*

Name: Deke S. Copenhaver

Title: Mayor

Date: 9/10/12

Attest:

Signature: *Lenard Bonner*

Name: Lenard Bonner

Title: Clerk of Commission

Date: 9/10/12

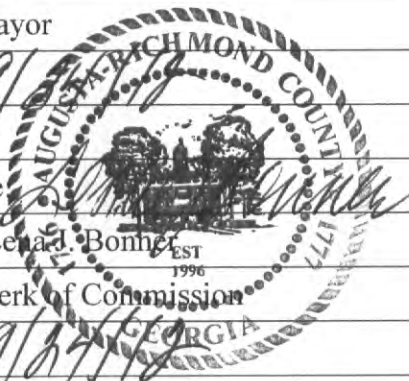


Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Augusta, Georgia, a political subdivision of the State of Georgia, with its place of business at 530 Greene Street, Augusta, GA U.S.A. 30901 ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. The license for Cityworks or Customer Service Request Software is for the use of the Software with the Designated System or for the specified number of Concurrent Users for which it was provided, the purpose for which it was designed and only for the application specific use covered by this Agreement, or the Primary Agreement. This license does not allow access to the Software through other Designated Systems except as specifically permitted. "Concurrent User" means the maximum number of concurrent connections to Software authorized by this Agreement or the Primary Agreement at any one instance in time. "Designated System" means the computer hardware and operating system configuration specified in the Primary Agreement for which the Software is licensed for use. Additional Designated System licenses are required for communication with additional instances of a database or additional databases.

4.5. Licensee will maintain, during the term of this Agreement and for a period of five years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) from shipment, except that for application Software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder, if any, of the initial warranty period or, if the initial warranty period has expired, the remainder, if any, of the term of the applicable Software Maintenance and Support Agreement. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether

arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If Licensee transfers ownership of the Designated Products to a third party, Licensee may assign its right to use the Software embedded in or furnished for use with those Designated Products; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B**Payment Schedule****Projected Payment Milestones and Tentative Project Schedule****Motorola's Projected Payment Milestones**

Deliverable Name	Payment Percentage	Payment Milestone
Acceptance Certificate Signed for Statement of Work Completion (Task 1.8)	5%	15%
Acceptance Certificate Signed for Kick-Off Meeting (Task 2.8)	10%	
Acceptance Certificate Signed for Software Completion (Task 4.5)	10%	10%
Acceptance Certificate Signed for Training Completion (Task 5.6)	15%	15%
Acceptance Certificate Signed for PremierOne CSR Configuration Completion (Task 6.7)	20%	20%
Acceptance Certificate Signed for PremierOne CSR Citizen Mobile Apps Configuration Completion (Task 7.6)	10%	10%
Acceptance Certificate Signed for On-site Report Training Completion (Task 9.8)	10%	20%
Acceptance Certificate Signed for ATP Execution Completion (Task 10.5)	10%	
Acceptance Certificate Signed for On-site Go-Live Support Completion (Task 12.10)	5%	10%
Acceptance Certificate Signed for Post Go-Live Support Completion (Task 13.8)	5%	
Total	100%	100%

Motorola's Tentative Project Schedule

**All dates are subject to change upon mutual agreement of Augusta and Motorola.*

Event	Projected Completion Date*	Status
Selection of Vendor	COMPLETE	
Contract Negotiation	7/2012	
Approval of Contract by City Attorney	8/2012	
Administration / Commission Approval	8/2012	
Contract Signing	8/2012	
Project Kickoff and Statement of Work completion	9/2012	
Software Installation	10/2012	Will be scheduled pending arrival of equipment that must be ordered by Augusta IT and installation of infrastructure and equipment as needed.
System Implementation	2/2013	
System Acceptance Testing and Acceptance	3/2013	
System Acceptance	At completion of acceptance testing	
System Go-live	4/2013	

Motorola reserves the right to make partial shipments of software and/or equipment and to request payment upon shipment of such software and/or equipment.

Motorola has priced the above software, services and equipment quantities as a single system. Changes in software, services and/or equipment quantities will result in an adjustment of the overall system price.

Exhibit C

Motorola's Proposal dated March 13, 2012, as amended on July 24, 2012

PRICE PROPOSAL - Augusta hosted on-site

Item	Cost
Software Cost* (See Note 1) Indicate Per Seat Cost, Cost Per Module, Customization Costs (based on this RFP), Other as needed.	\$150,000.00
Management/Implementation Cost* (See Note 2) Include manhours, travel, lodging, meals, etc.	\$212,271.00
Training Cost*	\$28,900.00
Conversion of Existing Data* (See Note 3)	\$TBD
Annual Support (starting 2nd year)*	\$40,125.00
Hardware Costs (See Note 4) Augusta reserves the right to purchase hardware from our own sources, but the vendor is asked to denote all of the equipment required to implement their solution so that Augusta IT staff can do hardware cost estimates. If specific equipment is necessary for your solution, please provide costs for those as well. Include Servers, Mobile Devices, or other equipment recommended for use with the vendor's solution (bar code readers, scanners, digital cameras, etc.)	
Total (originally proposed on March 13, 2012)	\$431,296.00
Removing 2 nd year of annual support from the 1 st year costs since this will not be due until the 2 nd year.	-\$40,125.00
Total for 1st year	\$391,171.00
Motorola one-time system discount for a signed contract by June 15, 2012	-\$66,171.00
Total (revised May 30, 2012) (See Note 6)	\$325,000.00
Performance Bond as required by the City	\$6,000.00
Total (revised July 24, 2012) (See Note 6)	\$331,000.00

NOTES:

Note 1: Motorola PremierOne CSR Suite license. Includes the (8) call center personnel, (20) departmental users, Citizen Web Intake and Citizen Mobile Apps.

Note 2: Motorola is providing a firm, fixed price proposal to meet Augusta's requirements as outlined in our response.

Note 3: Addendum #1 stated conversion costs not necessary as part of vendor's original bid.

Item # 2

Note 4: Motorola has provided the list and specifications of servers required for Augusta to implement the PremierOne CSR system in our response.

Note 6: Pricing does not include any data conversation or interfaces.

Note 7: A detailed Statement of Work (SOW) and payment schedule will need to be finalized and approved before beginning the project.

Exhibit D**SYSTEM ACCEPTANCE CERTIFICATE
Public Service Applications****Customer Name:** _____**Project Name:** _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed, and all System or product documentation promised under the Agreement has been provided.
2. The System is accepted, except for any items listed on a punch list. The parties will promptly complete their respective punch list responsibilities according to a mutually agreed schedule.

Customer Representative:Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL SYSTEM ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final System Acceptance.

Customer Representative:Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit E
Performance Bond

Exhibit F

Vendor Remote Network Access

Policy and Procedures

Purpose

The purpose of this policy is to ensure that a secure method of connectivity is provided between Augusta, Georgia (hereinafter "City") and the vendor and to provide guidelines for the use of the network and computing resources associated with the remote connectivity in order to ensure the safety, integrity, and operability of Augusta, Georgia Information Systems.

Scope

This policy applies to all Augusta, Georgia systems, application and/or servers/devices requiring support by external vendors on behalf of Augusta, Georgia.

Definitions

A Virtual Private Network (VPN) provides a secure network connection over the Internet between an individual and a private network (164 bit encryption). By utilizing the public Internet for data transport, VPN provides a low cost solution to remote access or connectivity.

Policy

A. Vendor Remote Access Request and Approvals

All requests for remote access for vendors must be made in advance through the Project Leader responsible for the vendor. It is the Project Leader's responsibility to ensure that the vendor has provided all of the required information in the proper format.

All vendor remote access requests must first have the Assistant Director of the Business Application Services signature for approval as well as the Director of Information Technology.

As part of the request and approval process, the technical and administrative contact within the vendor's organization or someone at a higher level within the company will be required to read and sign the VPN Access policy form and any additional documents, such as the Augusta, Georgia Non-Disclosure Agreement.

Once Vendor Remote Access has been approved, it is valid until changes in this policy or technology make it necessary, in City's estimation, to require a new form to be filed.

Remote Access will only be available to Vendors that have signed Annual Support and Maintenance Contracts with the City.

B. Connectivity

1. The vendor will be required to use the City's standard method for connecting to the network. The current standard method is Cisco's VPN client.
2. The vendor will be given a unique user ID and password to authenticate the VPN access. The password may be subject to regular changes.
3. Only one person may be connected to the VPN at any given time.
4. Access will be restricted to only the servers located in IT that were approved for the vendor.
5. Access will be restricted to only the ports necessary for connectivity.
6. Access will not be open 24/7. The vendor must request access every time it is necessary and only during business hours of 8:30am – 5:00pm EST. Access outside of these hours may be requested but will need additional approval and will be handled on a case by case situation.

C. Vendor Request Process

1. The vendor will contact the Project Leader to request access.
2. The Project Leader is responsible for logging the request for access and justification in the change control log.
3. The Project Leader will document reason for access and email **Firewall Administrators** to have the VPN opened.
4. A firewall administrator will open the VPN and reply to the Project Leader's email notifying them it has been opened.
5. Once the vendor has completed their work and the application has been tested, they will notify the Project Leader that the work is complete.

D. Network Security

1. Vendor will allow only the vendor's employees approved in advance by the City to access the network connection. Vendor shall be solely responsible for ensuring that Authorized Vendor Employees are not security risks, and upon the City's request, Vendor will provide the City with any information reasonably necessary for the City to evaluate security issues relating to any Authorized Vendor Employee.
2. Vendor will promptly notify the City whenever any Authorized Vendor Employee leaves the Vendor's employ or no longer requires access to the Network Connection.
3. Each party will be solely responsible for the selection, implementation and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration or destruction.
4. Vendor shall notify the City in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in vendor's opinion a change in the connection and/or functional requirements of the Network Connection is necessary.

E. Protection of Augusta, Georgia Private Information and Resources

The Augusta, Georgia network support group responsible for the installation and configuration of a specific vendor connection must ensure that all possible measures have been taken to protect the integrity and privacy of the City's confidential information. At no time should the City rely on access/authorization control mechanisms at the vendor's site to protect or prohibit access to the City's confidential information.

The City shall not have any responsibility for ensuring the protection of vendor information. The vendor shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and information.

F. Audit and Review of Vendor Network Connections

All aspects of the vendor network connections up to, but not including the City firewall, will be monitored by the appropriate IT staff. Where possible automated tools will be used to audit tasks. Monthly reports should be generated on the authentication database showing the specific login entries.

All vendor network connections will be reviewed on a quarterly basis and information regarding specific vendor network connection will be updated as necessary. Obsolete vendor network connections will be terminated following confirmation with the Project Leader that the connection is indeed obsolete.

G. Augusta, Georgia IT Security

Augusta, Georgia IT Security has the responsibility for maintaining related policies and standards. IT Security will also provide advice and assistance regarding judgment calls, and will facilitate information gathering in order to make a correct decision.

H. Enforcement

Any vendor found in violation of this policy will be subject to, but not limited to, loss of VPN privileges and other action up to and including dissolution of contract and/or legal action if Augusta systems are compromised.

VPN Access Request Form

Request for remote access to the Augusta-Richmond County network.

Vendor Information (please print)

Vendor Name:			
Vendor Representative:			Title:
Phone:	Work:	Cell:	
Technical Support Representative:			Title:
Phone:	Work:	Cell:	After hours:
Business Hours:			
Servers requested for access:			
Vendor's IP address(es):			
Have Cisco vpn client?	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Vendor's Network Firewalled?	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Anti-Virus Software:		Ver. #	
Anti-Virus Signature version and date:			

Agreement

I have read and agree to the Policy & Guidelines set forth for Vendor VPN access.

 (Vendor's signature)

(Date)

Authorization

 (Project Leader's signature)

(Date)

 (IT Director's signature)

(Date)

Item # 2



**Public Safety Committee Meeting
2/23/2015 1:20 PM
Tim Hollobaugh**

Department: Clerk of Commission

Caption: Presentation by Mr. Tim Hollobaugh regarding lack of disability parking enforcement resulting in risk to public safety and helps to segregate disabled citizens causing liability to county.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Mondays of each month – 12:45 to 1:05 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/> Commission	Date of Meeting _____
<input checked="" type="checkbox"/> Public Safety Committee	Date of Meeting <u>02-23-15</u>
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Tim Hollobaugh TRH Consulting
 Address: 2132 BATHOUS ST. AUGUSTA GA 30906
 Telephone Number: 762-994-0113
 Fax Number: 762-994-0113
 E-Mail Address: thollobaugh@knology.net

Caption/Topic of Discussion to be placed on the Agenda:

LACK OF DISABILITY PARKING ENFORCEMENT
RESULTING IN RISK TO PUBLIC SAFETY & ~~PROPERTY~~
SEGREGATION OF DISABLED CITIZENS HOLD TO
CAUSING LIABILITY TO COUNTY

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbanner@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission meeting and 5:00 p.m. on the Tuesday preceding the Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Item # 3